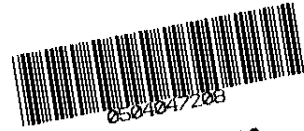


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RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
TINLEY PARK MAIN
300 PARK BOULEVARD
SUITE 400
ITASCA, IL 60143



Doc#: 0504047208
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 02/09/2005 02:54 PM Pg: 1 of 5

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 1, 2005, is made and executed between GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED NOVEMBER 20, 2001 AND KNOWN AS TRUST #8386, whose address is 150 E. TELENA BOULEVARD, AURORA, IL 60505 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143 (referred to below as "Lender").

**EXCERPTION OF PART IS
HERE TO AND MADE A PART HEREOF.**

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 19, 2003 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

Recorded November 10, 2003 as Document #0331215246 in Cook County, Illinois.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

LOT 4 OF RUSSELL'S RESUBDIVISION OF LOTS 9 AND 10 IN BLOCK 6 IN OLIVER L. WATSON'S THIRD COTTAGE HOME ADDITION TO HAZEL CREST, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1400 W. 175TH STREET, EAST HAZEL CREST, IL 60429. The Real Property tax identification number is 29-29-313-018-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory notes or credit agreements dated August 19, 2003 and January 1, 2005 in the original principal amounts of \$126,000.00 and \$550,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory notes or agreements. The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest

**First National Bank as successor Trustee to

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11404

Page 2

rate."

To modify the definition of Maximum Lien in its entirety and replacing it with the following: "At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$2,028,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 1, 2005.

GRANTOR:

**EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART HEREOF.**

First National Bank as successor Trustee to
**GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE
U/T/A DATED NOVEMBER 20, 2001 AND KNOWN AS TRUST #8386**

By: *Ancella Bianchetti*

Attest: *Evelyn Sebastian*

** GREATBANC TRUST COMPANY, Trustee of GREATBANC
TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE
U/T/A DATED NOVEMBER 20, 2001 AND KNOWN AS TRUST
#8386

Administrative Asst.

Asst Vice Pres & Sr Land Trust Officer

LENDER:

**First National Bank as successor Trustee to

FIRST MIDWEST BANK

X *[Signature]*
Authorized Signer

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11404

TRUST ACKNOWLEDGMENT

EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART HEREOF.

STATE OF IL)

) SS

COUNTY OF Will)

On this 28th day of January, 2005 before me, the undersigned Notary Public, personally appeared **GREATBANC TRUST COMPANY, Trustee of GREATBANC TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED NOVEMBER 20, 2001 AND KNOWN AS TRUST #8386**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents of, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By J. Dianne Sparger

Residing at 128 W. LINCOLN HWY
FRANKFORT, IL. 60423

Notary Public in and for the State of ILLINOIS

My commission expires 7/27/06



** Angela Giannetti, Asst Vice Pres & Sr Land Trust Officer & Evelyn Sebastian, Administrative Assistant of First National Bank as successor Trustee to

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 11404

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LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
 COUNTY OF Cook) SS
)

On this 20th day of Jan., 2005 before me, the undersigned Notary Public, personally appeared James Schramm and known to me to be the Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Patricia H. Madriaga Residing at 17500 S. Oak Pt. Luby Pl
 Notary Public in and for the State of Illinois

My commission expires 9-14-08



County Clerk's Office

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank as successor Trustee to GreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

First National Bank as successor Trustee to
GreatBanc Trust Company, not individually,
but solely as Trustee Under Trust No. 8386

By Evelyn Sebastian
Administrative Assistant

Cook County Clerk's Office